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## RESOLUTION

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**AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY OF THE CITY AND COUNTY OF HONOLULU, OR HIS DESIGNATED REPRESENTATIVE, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, TO SHARE CERTAIN FACILITIES ON THE ISLAND OF OAHU FOR TELECOMMUNICATIONS PURPOSES.**

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu, 1990, as amended, states that any intergovernmental agreement or amendment thereto which places an obligation on the City and County of Honolulu ("City") or any department or agency thereof shall require prior consent and approval of the City Council; and

WHEREAS, the State of Hawaii ("State"), Department of Transportation ("DOT") is the central organization within the executive branch of the Hawaii State Government that carries out the responsibilities for statewide transportation facilities and is made up of three Divisions: Airports, Harbors, and Highways; and

WHEREAS, the DOT is responsible for the design, procurement, installation, and maintenance of an existing Land Mobile Radio communication system and Automatic Vehicle Locator system; and

WHEREAS, the City's Department of Information Technology is the organization that carries out telecommunication responsibilities for the City; and

WHEREAS, the Department of Information Technology supports the City microwave system, the City 800 MHz radio system, the mutual aid UHF/VHF/800 radio system(s), and other governmental and governmental-related communications systems; and

WHEREAS, the City owns and operates existing communications facilities, including but not limited to:

Kahuku Police Station, 21°40'30.03"N; 157°56'46.84"W

Kapaa BWS Communication Site, 21°24'27.58"N; 157°46'0.21"W

Waimanalo Ridge Communication Site, 21°19'14.21"N; 157°40'56.26"W

Kokohead Communication Site, 21°15'45.32"N; 157°42'14.37"W

RoundTop Communication Site, 21°18'53.78"N; 157°49'15.24"W



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Mokuleia Communication Site, 21°32'45.12"N; 158°11'40.21"W

Puu Manawahua Communication Site, 21°23'10.46"N; 158° 6'19.92"W

Kaaawa Fire Station Communication Site, 21°33'24.01"N; 157°51'17.20"W

Leahi Hospital Communication Site, 21°16'24.90"N; 157°48'5.45"W; and

WHEREAS, the State owns and operates existing facilities, including but not limited to:

Highway Testing Laboratory, 21°21'28.46"N; 157°51'28.21"W

Pali Highway Tunnel Facility Building, 21°21'57.05"N; 157°47'39.84"W

LikeLike (Wilson) Tunnels, 21°22'32.03"N; 157°49'8.34"W

H-3 Tunnel Facilities, 21°24'17.21"N; 157°51'1.06"W; and

WHEREAS, sharing facilities will allow the City and State to fill public safety and operational coverage gaps; and

WHEREAS, it is therefore in the best interests of the State and the City to share facilities at the sites listed above;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City and County of Honolulu that the Director of the Department of Information Technology, or his designated representative, is hereby authorized to:

1. Execute the Memorandum of Agreement with the Department of Transportation, in the same or substantially the same form as the agreement attached hereto as Exhibit "A;" and
2. Execute any incidental or related agreements or documents that may be required in furtherance of the attached agreement so long as such agreements and documents do not incur additional obligations on the part of the City; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. 10-81

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## RESOLUTION

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BE IT FINALLY RESOLVED that the Clerk is hereby directed to transmit copies of this Resolution to the Director of the Department of Information Technology and the Managing Director of the City and County of Honolulu, and to the Department of Transportation, State of Hawaii.

INTRODUCED BY:

 (br)

DATE OF INTRODUCTION:

MAR 25 2010

Honolulu, Hawaii

Councilmembers

# **Exhibit A**

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the State of Hawaii (the "State") and the City and County of Honolulu (the "City") to specify the terms and conditions for the development and operation of a radio communications system located at various City and State locations.

The State shall be represented by the State of Hawaii Department of Transportation (the "DOT"), with offices at 869 Punchbowl Street, Honolulu, Hawaii 96813. The City shall be represented by the Department of Information Technology (the "DIT"), with offices at the Frank F. Fasi Municipal Building, 5th floor, 650 South King Street, Honolulu, Hawaii 96813.

Whereas, the DOT is the central organization within the Executive Branch of the Hawaii State Government that carries out the responsibilities for statewide transportation facilities and is made up of three Divisions: Airports, Harbors, and Highways.

Whereas, the DOT is responsible for the design, procurement, installation, and maintenance of an existing Land Mobile Radio (LMR) communication system and Automatic Vehicle Locator (AVL) system, and;

Whereas, the DIT is the organization within the City and County of Honolulu that carries out telecommunication responsibilities for the City; and

Whereas the DIT supports the City microwave system, the City 800 MHz radio system, the mutual aid UHF/VHF/800 radio system(s), and other governmental and governmental-related communications systems; and

Whereas, the City owns and operates existing communications facilities, including but not limited to:

Kahuku Police Station, 21°40'30.03"N; 157°56'46.84"W

Kapaa BWS Communication Site, 21°24'27.58"N; 157°46'0.21"W

Waimanalo Ridge Communication Site, 21°19'14.21"N; 157°40'56.26"W

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Leahi Hospital Communication Site, 21°16'24.90"N; 157°48'5.45"W

Whereas, the State owns and operates existing facilities, including but not limited to:

Highway Testing Laboratory, 21°21'28.46"N; 157°51'28.21"W

Pali Highway Tunnel Facility Building, 21°21'57.05"N; 157°47'39.84"W

LikeLike (Wilson) Tunnels, 21°22'32.03"N; 157°49'8.34"W

H-3 Tunnel Facilities, 21°24'17.21"N; 157°51'1.06"W

Whereas, it is in the best interests of the DOT and the City to share facilities at the sites listed above;

Now therefore, this MOA is entered into by the City, by and through its Department of Information Technology and the DOT to agree that:

The City:

1. The City will provide the DOT with space on the City's radio tower at each site listed above for one (1) 800 MHz radio antenna and floor/rack space for one (1) 800 MHz rack mounted repeater, duplexer/combiner for DOT's two-way radio equipment (the "DOT communication equipment") in the radio communication building.
2. The City will provide commercial electrical power and air conditioning to the DOT communication equipment installed at the listed City sites at no cost to DOT.
3. The City will be responsible for the maintenance of the signal boosting equipment installed on DOT facilities at the listed City sites.
4. The City will provide one (1) microwave DS0 channel from the Fasi Municipal Building ("FMB") to each listed City communication site for DOT use.
5. The City shall be responsible for damage or personal injury resulting from acts or omissions of City employees while acting within the scope of their employment to the extent that the City's liability for such damage or injury has been determined by a court or otherwise agreed to by the City. The City shall pay for such damages and injury to the

extent that funds have been authorized and appropriated by the City Council for such purpose, and the funds have been allocated by the executive budget process. The City shall cause its subcontractors and users to agree to indemnify and hold harmless the State of Hawaii and the DOT, from any damage or liability as a result of the use of, or employment of the DOT communication equipment.

6. The City will allow DOT employees or its maintenance contractors access to its above listed sites for the installation and maintenance of the DOT communication equipment.
7. The City will be responsible for the maintenance and installation of the City's radio communication equipment at DOT's Highway Testing Laboratory, Pali Highway Tunnel Facility Building, LikeLike (Wilson) Tunnels complex, and H3 Tunnel Facilities as stated below.
8. The City will maintain the 800 MHz signal boosting equipment installed at the H3 Tunnel Facilities.
9. The City shall obtain building and other permits as required by City ordinance for its equipment and facilities covered by this MOA.

The DOT:

1. The DOT will responsible for the maintenance and installation of the DOT's communication equipment at City sites listed above.
2. The DOT shall obtain building and other permits as required by City Ordinance for its equipment and facilities covered by this MOA.
3. The DOT shall be responsible for the communication links from the DOT offices to the FMB.
4. The DOT will provide the City space and power at its Highway Testing Laboratory for a radio tower and radio communication equipment.
5. The DOT will provide the City space and power at its Pali Hawaii Tunnel Facility Building for the City's 800 MHz signal boosting equipment.
6. The DOT will provide the City space and power at its Likelike (Wilson) Tunnels for the City's 800 MHz signal boosting equipment.
7. The DOT will transfer maintenance responsibility for the 800 MHz signal boosting equipment installed at the H3 Tunnel Facilities to the City and will provide the City space and power for its MHz Signal Boosting equipment.

8. The DOT will provide commercial electrical power and air conditioning (if required) to the City's equipment installed at the list DOT sites at no cost to the City.
9. The DOT will transfer to the City unused M/A-COM MASTR III VHF/UHF repeaters at the H3 Tunnel Facilities.
10. The DOT and its contractors shall comply with the City Communication Site Policies as established by the City DIT, attached hereto and incorporated herein, and as may be updated from time to time.
11. The DOT shall be responsible for damage or personal injury resulting from acts or omissions of DOT employees while acting within the scope of their employment to the extent that the DOT's liability for such damage or injury has been determined by a court or otherwise agreed to by the DOT. The DOT shall pay for such damages and injury to the extent that funds have been authorized and appropriated by the Legislature for such purpose, and the funds have been allocated by the executive budget process. The DOT shall cause its subcontractors and users to agree to indemnify and hold harmless the City and the DIT from any damage or liability as a result of the use of, or employment of the City communication facilities.
12. The DOT will allow City employees or its maintenance contractors access to its above listed sites for the installation and maintenance of City radio communication equipment.

Jointly:

1. Both parties shall work cooperatively to design and manage placement of antennas at the listed communication site(s); and
2. The parties' communication equipment shall be used for government or disaster or emergency purposes. No commercial business will be transacted and no commercial for-profit, or fee-for-service communications traffic shall be supported using the installed communication equipment in any capacity; and
3. Each party agrees to accept full responsibility for the operation of its communications systems, especially with respect to radiation safety and the licensing requirements of the Federal Communications Commission (the "FCC") and the reporting requirements of the Federal Aviation Administration (the "FAA"). The DOT shall assist the City, as necessary, to complete and update forms and reports by required the FAA. Both parties shall work cooperatively to conduct electromagnetic energy audits that include on-site survey and management, the production of required

written reports, and the development of a site safety plan as required by the FCC.

Modifications to this agreement shall be made by mutual agreement of both parties in writing. The term of this agreement shall be ten (10) years from the date of final execution set forth in the first paragraph of this agreement, with automatic extension in ten (10) year increments. Termination of this agreement by any party shall be made with a minimum 120 day notice. Upon termination of this agreement, the site(s) shall be restored to original configuration/condition; and

1. All notices regarding this MOA shall be sent in writing to:

For the State:

Department of Transportation  
State of Hawaii  
869 Punchbowl Street

Honolulu, Hawaii 96813  
Attention: Director

For the City:

Department of Information Technology  
City and County of Honolulu  
Frank F. Fasi Municipal Building, 5th Floor  
650 South King Street  
Honolulu, Hawaii 96813  
Attention: Director

IN WITNESS WHEREOF, the State and the City have agreed to and have executed this Agreement by their signatures:

State of Hawaii

Signed: \_\_\_\_\_

Printed Name: Brennon T. Morioka  
Title: Director

Date \_\_\_\_\_



City and County of Honolulu

Signed: \_\_\_\_\_

Printed Name: Gordon Bruce

Title: Director

Date: \_\_\_\_\_

Approved as to form:

Signed: \_\_\_\_\_

Printed Name:

Title: Deputy Attorney General

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
Deputy Corporation Counsel

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

RESOLUTION 10-81

Introduced: 3/25/10 By: TODD APO (BR)

Committee: EXECUTIVE MATTERS  
AND LEGAL AFFAIRS

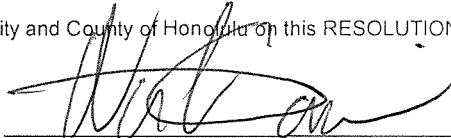
Title: RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF INFORMATION TECHNOLOGY OF THE CITY AND COUNTY OF HONOLULU, OR HIS DESIGNATED REPRESENTATIVE, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, TO SHARE CERTAIN FACILITIES ON THE ISLAND OF OAHU FOR TELECOMMUNICATIONS PURPOSES.

Links: RES10-81  
CR-98

EXECUTIVE MATTERS AND LEGAL AFFAIRS	4/7/10	CR-98 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION.			
COUNCIL	4/21/10	CR-98 AND RESOLUTION 10-81 ADOPTED.			
ANDERSON	Y	APO	Y	CACHOLA	Y
DELA CRUZ	Y	DJOU	Y		
GARCIA	Y	KOBAYASHI	Y	OKINO	Y
TAM	Y				

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
BERNICE K. N. MAU, CITY CLERK

  
NESTOR R. GARCIA, VICE-CHAIR